

US EXECUTIVE APPROVAL FORM

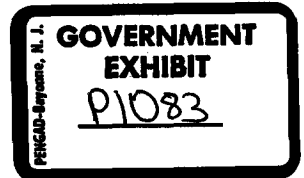
CUSTOMER NAME: Nextel International

PARTNER/VAD NAME:

Customer wants to setup a new master agreement between NII Holdings and Oracle. The requests below are modifications that are requested to create the new agreement which will govern the previously approved license assignment as well as the incremental new purchase detailed in the deal summary section below. All language requests have been reviewed and approved by Dorena Chan in Oracle legal.

SECTION I - Approval Requests:

HQAPP Requests:



1. Request approval to modify the OLSA to give mutual rights to both parties to end agreement if the terms of the agreement are breached.

2. Request approval to modify the OLSA with the suggested language from Oracle legal for the limitation of liability section (underlined is the additional/changed language):

- "NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. EITHER PARTY'S MAXIMUM LIABILITY FOR ANY DAMAGES UNDER THIS AGREEMENT AND YOUR ORDER, WHETHER IN CONTRACT OR TORT, SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT PROGRAM OR SERVICE UNDER THIS AGREEMENT AS SPECIFIED IN YOUR ORDER. IN NO EVENT SHALL THE FOREGOING LIMITATION LIMIT YOUR LIABILITY TO ORACLE FOR ANY VIOLATION OF ORACLE'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT SHALL A PARTY'S LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL VALUE OF YOUR ORDER."

3. Request approval to modify the OLSA increasing the "statue of limitations" from 2 years to 3 years.

4. Request approval to modify the OLSA with the suggested language regarding the indemnification language (underlined is the additional / changed language):

"If someone makes a claim against you or Oracle ("Recipient") that any information, design, specification, instruction, software, data, or material ("Material") furnished by the providing party ("Provider") and used by the Recipient infringes their intellectual property rights, the Provider will indemnify the Recipient if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim, or sooner if required by applicable law;
- gives the Provider sole control of the defense and any settlement negotiations, provided however, that Oracle agrees to provide reasonable notification to you of the status of such defense when applicable and you may participate in such defense, at your sole expense, by consulting with Oracle regarding significant issues with respect to such defense; and
- gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes that any of the Material may have violated someone else's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for the applicable Material and refund any fees the Recipient may have paid for it. If you are the Provider and such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order and you will pay Oracle for the services and related expenses rendered through the date of

termination on a time and materials or percent of completion basis as applicable. The Provider will not indemnify the Recipient if the Recipient alters the Material outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. You will indemnify Oracle to the extent that an infringement claim is based upon the combination of programs with any products or services not provided by Oracle. This section provides the parties' exclusive remedy for any infringement claims or damages."

Tier 1: Keith Block

1. Add a 3 year Term provision to the OLSA.

Tier 3: Tony Fernicola and Credit

1. Request approval for Net 45 payment terms. This will also require approval from credit which is being requested under separate cover.
2. Request Q3 reapproval that Oracle assign unsupported licenses from Nextel Communications to Nextel International, now NII Holdings as a result of a name change due to bankruptcy. <This was previously approved by HQAPP but since then the approval level has dropped to Tier 3>.

Previously approved on January 30, 2003.

SECTION I - Approval Requests:

HQAPP Requests:

1. We are requesting that Oracle assign unsupported licenses from Nextel Communications to Nextel International, now NII Holdings as a result of a name change due to bankruptcy.
 - Comments from HQAPP: This is approved by LJE provided all of the reinstatement fees and go forward support due is added to the assignment paperwork so it is clear the assignment is contingent upon payment of these fees.
 - Comments from Debbie McKelvie: The Nextel Communications and NII Holdings (formerly Nextel Int'l) make 3 entities. NII Holdings did a name change due to the bankruptcy and therefore can not qualify for a Straight Legal Name Change, but needs to have a Full Assignment versus a name change completed.
 - Comments from HQAPP: since bankruptcy is involved, please contact someone in Dorian's team to do a quick review of the assignment. If they don't see anything abnormal, this is fine by me. If they do, I'd like to understand their concerns.
 - Comments from Jennifer Gloss in litigation: The Nextel assignments are fine. No special language or conditions are needed in connection with the NII Holdings/Nextel Intl. bankruptcy.

SECTION II – Deal Summary:

Deal Summary as of April 7, 2003	
Programs	4 NUP of IDS, 50 NUP DB, 50 NUP Tuning Pack
License Discount	10% (ebiz + 0%)

Support Discount	10 % (ebiz + 0%)
Support Options/Holds	
Price Holds	
List License	\$63,000
List Support	\$13,860
Net License	\$56,700
Net Support	\$12,474 (plus \$3,447.74 in reinstatement fees/back support)
Net Total Price	\$77,016.24 (includes \$3,447.74 in reinstatement fee/back support)
Price List Used	March 24, 2003

Customer History - Existing Price Holds	
Existing contractual discount (price hold)	%
Date of Price List for price hold	
When does price hold expire?	
Price hold program categories (database, server, erp, crm, hr/payroll, app suite)	
Name of Agreement if applicable	

SECTION III - Justification:

Nextel Communications is requesting that we assign 5 full use Financial application users, csi 3236027, to Nextel International, now known as NII Holdings. These licenses were purchase for Nextel International in May 2001 when they were a wholly owned subsidiary but are in Nextel Communications name. Nextel International has been divested, and emerged from bankruptcy as NII Holdings, a separate company from Nextel Communications.

NII will pay the reinstatement fees due and those as well as the go forward support fee will be included in the assignment paperwork.

NII is also requesting their own "master agreement" in order to not have to negotiate legal Ts and Cs for each and every order. Thus the request for the 3 year Term. Their attorney has worked with Dorena Chan in Oracle legal to narrow the list of issues down to those noted above.

Lastly, NII is requesting Net 45 payment terms. They would prefer to have 30 days from receipt but will accept the Net 45 from invoice date. Their issue is that it takes them 2-3 weeks to turn around their internal paperwork which they can not start until they have an invoice and they are concerned that if the clock starts ticking and the invoice gets stuck in the US mail for a week, they will run out of time and not get the payment into Oracle on time.

Recommendation: (leave blank for HQAPP to fill out)

Submitted By: Todd Leisure-TSM

Field RM name if submitted by OracleDirect:

R: (leave blank for HQAPP to fill out)

C:

L:

A:

BP:

PLEASE NOTE THAT HQAPP WILL NOT REVIEW ANYTHING BELOW AND NOTHING BELOW

WAS CONSIDERED FOR THEIR APPROVAL. ONLY DETAILS IN THE REQUEST SECTION (SECTION I) ABOVE WERE CONSIDERED IN THE APPROVAL GRANTED.

SECTION IV – Computer and Admin Services:
(Delete this section if not applicable)

SECTION V – Ordering Document Details

Instructions - Fill in all sections completely.

APPROVAL REQUIREMENTS - Refer to the Approval Matrix at <http://esource.oraclecorp.com>

PRICING REQUIREMENTS – Refer to Price List and Price List Supplement for minimums and prerequisites.

PRICING SPREADSHEET – Include a pricing spreadsheet showing all products, quantities, license types, pricing, and discounts. Indicate if discount for drafting contract differs from approved discount.

MIGRATIONS - If your deal contains a migration, you must submit a Migration Worksheet to the ELM (eBusiness License Migrations) team. Refer to <http://nafo.us.oracle.com> under the Contract Management tab and e-Business License Migrations header to download the spreadsheet and for additional information.

Note: All business approvals & quotes are valid through the quarter they were approved, unless a formal RFP or Tender requires a longer validity period.

General Information	
Contract requested by (insert date): After all approvals are obtained - Allow 24 hours for standard contracts and 48 hours for non-standard contracts.	URGENT: NEED TO CLOSE DEAL ON 4/11/03 AT THE LATEST, THEREFORE REQUEST NEW OD BY 4/9/03. ISD COMPLETED FIRST DRAFT BUT FIELD MAY NEED TO PULL AND FINALIZE WITH NON-STANDARD LANGUAGE.
Opportunity I.D. (OSO Number):	978787
Is this a ship order?	Yes <input type="checkbox"/> X <input checked="" type="checkbox"/> No
Deal Structure (indicate Direct, Pass-Through, Sublicense, or Trial License):	
Is this deal the result of a compliance issue that LMS has been involved in?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> X <input type="checkbox"/> No
Does deal contain new licenses with an <i>approved</i> non-supported license type (i.e. metric is not nor ever has been on Oracle's price list):	<input type="checkbox"/> Yes (specify non-supported license type and eBusiness license type used to determine conversion) <input checked="" type="checkbox"/> X <input type="checkbox"/> No
Quote Valid Through (insert date):	4/11/03
Partner (insert name, if applicable)?	Margin or % of net license fees _____
VAD (insert name, if applicable)?	Margin or % of net license fees _____
PARTNER PAYMENT: If this is a direct deal, does it involve a Partner Referral Fee? If yes, specify payment type:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> X <input type="checkbox"/> No <input type="checkbox"/> Applications Affiliate Fee <input type="checkbox"/> ROP Fee (GB Use Only)
MIGRATIONS OR UPDATES:	Yes <input type="checkbox"/> X <input checked="" type="checkbox"/> No
PREMIUM SERVICES:	Yes <input type="checkbox"/> X <input checked="" type="checkbox"/> No
INCIDENT PACKS:	Yes <input type="checkbox"/> X <input checked="" type="checkbox"/> No
INTERNATIONAL: Requires an International Notification Form to be	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

forwarded to your manager, contract specialist, and NASINFO or OGEHINFO.	
Payment Terms:	<input checked="" type="checkbox"/> Net 30 Other (Specify)
Referenced Agreement:	<input checked="" type="checkbox"/> New OLSA Other (Specify)

Customer and Administrative Information – all fields must be filled in	
Customer's EXACT Legal Name:	Nextel International
Business Address:	10700 Parkridge Blvd. 6 th Floor Suite 600
City / State / Zip:	Reston/Va/ 20191
Customer Contract Admin:	Diana Anderson
Phone #:	703 390 5100
Fax #:	703 390 5158
E-mail ID:	Diana.anderson@nextel.com
Billing Contact:	Diana Anderson
(Partner/VAD if Indirect):	
Address:	10700 Parkridge Blvd 6 th Floor Suite 600
City / State / Zip:	Reston/ Va./ 20191
Phone #:	703 390 5100
Fax #:	703 390 5158
E-mail ID:	Diana.anderson@nextel.com
Tax Status :	Exempt <input type="checkbox"/> (Need certificate for ship to state if not on Oracle's Tax Exemption Log)
	Non-Exempt <input type="checkbox"/>
Shipping Contact:	Diana Anderson
Address:	10700 Parkridge Blvd. 6 th Floor Suite 600
City / State / Zip:	Reston/Va/ 20191
Phone #:	Diana Anderson
Fax #:	703 390 5100
E-mail ID:	703 390 5158
Technical Support Contact:	Diana Anderson
Address:	10700 Parkridge Blvd. 6 th Floor Suite 600
City / State / Zip:	Reston/Va/ 20191
Phone #:	Diana Anderson
Fax #:	703 390 5100
Email ID:	703 390 5158
Partner Name (Indirect):	
Address:	
City / State / Zip:	
Contact Admin:	
Phone #:	
Fax #:	
E-mail ID:	

Education (EPPC)	
Education Prepaid Credit Amount:	\$ _____
Education Discount:	_____ %
Education Revenue:	\$ _____
Education Sales Rep:	

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PROCESSOR/NAMED USER PROGRAMS/COMPUTER PROGRAMS (REQUIRED INFORMATION)

Make and Operating System required for each program:

Make:

OS:

PROGRAMS:

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Applications		
Will applications be modified:	Yes	<input checked="" type="checkbox"/> No
Will users be accessing modified Apps from the web:	Yes	<input checked="" type="checkbox"/> No
Have all prerequisites been included:	Yes	<input checked="" type="checkbox"/> No
Will users use Fast Forward RPM:	Yes	<input checked="" type="checkbox"/> No
Will applications be hosted:	Yes	<input checked="" type="checkbox"/> No
Indicate database that Apps will run on:		
Indicate CSI for existing prerequisite database and tools:		

Options not requiring HQAPP, Tier 1, or Tier 2 Approval	
(1)	
(2)	
(3)	
(4)	

Internal Administrative Information	
Applications Sales Manager	Tim Poolman
Technology Sales Manager	Todd Leisure
Account Manager	N/A
OracleDirect Rep	John Easthope
Education Sales Rep	Ann Mathei
Support Renewals Rep	Robert C. Matin
Premium Support Rep	
Migrations Manager	Joel Shaver
Is there a teaming agreement?	<input type="checkbox"/> Yes (if yes, list all appropriate reps) <input checked="" type="checkbox"/> No
Requester:	Name: <u>Todd Leisure</u> Business Telephone: _____ Cell Phone: <u>703-625-7172</u>